BENGALURU WEST CITY CORPORATION

REQUESTFOR PROPOSAL FOR

Collection of Parking Fees for HMT Main road, Triveni main road, 17th cross road, Tharasu Road in Malleshwaram

Officeofthe:

Executive Engineer
TEC Zone-2 BWCC
19th main road Rajajinagar 2nd Block
Bengaluru – 560010

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BENGALURU WEST CITY CORPORATION

No: EE/TEC(Z-2)/TEND/05/2025-26

Office of the Executive Engineer
Traffic Engineer Cell 2 BWCC,
19th main road Rajajinagar 2nd Block Bengaluru – 560010
Dated : 04-02-2026

INVITATION FOR TENDER (IFT)
Tender Notification (Two Cover System)
(Through **GOK KPPPortal** only)

1. The Executive Engineer- Traffic engineering Cell Division invites tenders on behalf of the Chief Commissioner, GBA, Bangalore from eligible Tenderers for the work detailed in the table below. The tenderers may submit tenders for work given in the table through Karnataka public procurement portal of the Government of Karnataka (https://KPPP.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the KPP portal of the Government of Karnataka from 20-02-2025.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90** days beyond the validity of the tender.
4. **Tenders must be submitted online through KPP portal on or before 16.00 hours on 09-03-2026** and the opening of tenders will be as per the KPP portal guidelines.
5. Other details can be seen in the tender documents.

Sl No	Name of work	Minimum Reserve Annual License fee (Rs)	EMD (In Rs)	TenderFee	Period of Tender
1	Collection of Parking Fees for HMT Main road, Triveni main road, 17th cross road, Tharasu Road in Malleshwaram	1,05,00,000	2,10,000/-	As per KPP Portal	3 year + 2 years of Extension

Availability of RFP:	**20-02-2026**
Last Date for Tender queries:	**20-02-2026 up to 3.00 pm.**
Pre bid Meeting on	**24-02-2026** at 3.30 Pm in TEC Division, 19th main road Rajajinagar 2nd Block Bengaluru – 560010
Last Date for Receipt of Tender is	**09-03-2026 up to 4.00 pm.**
Date of opening of technical Bid is	**12-03-2026 by 4.30 pm.**
Date of opening of financial Bid after approval of Technical bid	**13-03-2026** (If possible)

NOTE:

1. Technical Bids will be opened on the website https://KPPP.karnataka.gov.in in the office of the Executive Engineer, TEC BWCC on **2-03-2026 at 16.30 hours.**
2. Aspiring Bidders/Contractors who have not registered in KPP should register before participating through the website https://KPPP.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK KPP website https://KPPP.karnataka.gov.in or contactKPP Helpdesk at 080 – 22441076
6. This tender notice can also be seen on the GBA website www.gba.gov.in.

Sd/-

Executive Engineer

TEC Zone-2 BWCC

Bengaluru west city corporation

Copy Submitted to the:

1. Personnel Secretary to Hon'ble Administrator, GBA to bring into the kind notice of Administrator.

2. Personnel Secretary to Hon’ble Chief Commissioner, GBA to bring into the kind notice of Chief Commissioner.
3. Additional Commissioner Bengaluru west city corporation
4. Chief EngineerBengaluru west city corporation

Sd/-
Executive Engineer
TEC
Zone-2 BWCC
Bengaluru west city corporation

SECTION1LETTEROFINVITATION

DearSir/Madam,

Bengaluru West City Corporationis desirous of obtaining services for the **Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Road in Malleshwaram.**Bengaluru West City Corporation intends to procure these services from reputed service providers with relevant experience in vehicle parking fee collection for government entities or government undertakings. The assignment will be awarded to a qualified contracting firm through the KPPP platform. Tender documents can be downloaded from the Government of Karnataka's KPP portal: https://kppp.karnataka.gov.in.

The Bidder shall pay the EMD amount as specified in the tender notification along with the technical bid. The EMD shall be paid through the KPP Portal. The EMD of successful bidders will be refunded upon successful and satisfactory completion of the tender period. No interest shall be paid on the EMD amount deposited.

MoredetailsontheServicesareprovidedintheattachedTermsofReference.

1. TheRFPcanbeDownloadedbyalltheeligiblefirms
2. Nojointventuresorassociationsareallowed
3. TheServiceProviderwillbeselectedunder**HighestBidderProcedures**prescribedinthisRFP
4. The RFP includes the followingdocuments:
    - Section 1 - Letter of Invitation
    - Section 2 - Information to Service Providers
    - Section 3 - Technical Proposal - Standard Forms
    - Section 4 - Financial Proposal - Standard Forms
    - Section 5 - Terms of Reference
    - Section 6 - Standard Form of Contract.

SECTION 2. INFORMATION TO SERVICE PROVIDERS

1. INTRODUCTION

1.1 Bengaluru West City Corporation in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with theme thod of selection indicated in the Data Sheet.

1.2 The Service Providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet(theProposal)for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for assigned contract with the selected Service Provider.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service Provider under each phase must be to the Bengaluru West City Corporation satisfaction before work begins on the next phase.

1.4 The Service Providers must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand in formation on the Assignment and on the local conditions, Service Providers are encouraged to pay a visit to the Bengaluru West City Corporation before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet.

1.5 The Service Providers note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Bengaluru West City Corporation, are not reimbursable as a direct cost of the Assignment; and(ii) the Bengaluru West City Corporation is not bound to accept any of the Proposals submitted.

1.6 Bengaluru West City Corporation expects Service Providers to provide professional, objective and at all times hold the Bengaluru West City Corporation interests without any consideration for future work, and strictly avoid conflicts withot her assignments or their own corporate interests. Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations, or that may place them in a position of not being able to carry out the assignment in the be stinteres to f the Bengaluru West City Corporation.

1.6.1 Without limitation on the generality of this rule, Service Providers shall not be hired under the circumstances set forth below:

a) A firm which has been engaged by the Bengaluru West City Corporation to provide goods/ works/ services for a project, and any of the iraffiliates, shall be disqualified

from providing consulting services for the same project. Conversely, firmshired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or servicesre lated to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project

Service Providers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Service Providers.

1.7 It is Bengaluru West City Corporation's policy to require that Service Providers observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bengaluru West City Corporation:

(a) Defines, for the purposes of this provision ,the terms set forth below as follows:
   (i) "Corrupt practice" means the offer ing giving, receiving, or soliciting of anything of value to influence the action of a public official in these lection processor in contract execution; and
   (ii) "Fraudulent practice" means a misrepresentation of facts in order to in fluen cease lection processor the execution of acontra cttothede triment of GOK, and in cludes collusive practice samong Service Providers (priorto or after submission of proposals) designed to establish price satartificial, non competitive level sand to deprive GOK of the benefits offree and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

(d) Will declare a firm in eligible, either in definitely or for as tated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged incorrupt or fraudulent practices in competing for, or inexecuting, a GOK-financedcontract;and

(e) will have the right to requirethat, GOK / Bengaluru West City Corporationto inspect Service Provider'saccountsandrecordsrelatingtotheperformanceofthecontractandtohavethemauditedbyauditorsappointedbyGOK / Bengaluru West City Corporation.

1.8 Service Providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK / Bengaluru West City Corporation in accordance with the above sub para1.7(d).

1.9 Service Providers shall be aware of the provisions on fraud and

corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.10 An Agent is a person employed to do any act for another, or to represent another indealings with thirdperson.

1.11 The tenderer is required to submit/upload a certificate confirming that they have read and understood the above clauses, in the format prescribed in Appendix F (Section 6).

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service Providers may request clarification on any item in the RFP document up to the number of days specified in the Data Sheet prior to the Proposal submission deadline. Any such request must be submitted in writing—by paper mail, cable, telex, facsimile, or electronic mail—to the Bengaluru West City Corporation address indicated in the Data Sheet. Bengaluru West City Corporation will respond to these requests via cable, telex, facsimile, or electronic mail and will circulate copies of the response (including a clarification of the query, without disclosing the source of the inquiry) to all invited Service Providers intending to submit proposals.

2.2 At any time prior to the submission of Proposals, Bengaluru West City Corporation may, for any reason—either at its own initiative or in response to a clarification requested by an invited firm—modify the RFP documents through an amendment. Any such amendment shall be issued in writing via addenda. These addenda will be published online or sent by electronic mail to all invited Service Providers and shall be binding on them. Bengaluru West City Corporation may, at its discretion, extend the deadline for the submission of Proposals.

2.3 A Pre-Bid Meeting will be heldto clarify issues and respond to any questions raised with respect to RFP, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document

3. SCOPE OF WORK

3.1 **Operational Hours:** The Licensee shall operate the on-street pay-and-park facility continuously for 24 hours a day, on all days including Saturdays, Sundays, and public holidays.

3.2 **Tariff Compliance:** Parking charges shall be levied strictly in accordance with the rates prescribed by Bengaluru West City Corporation under this agreement. The Licensee is prohibited from collecting any additional amounts, including taxes or surcharges, beyond the officially notified tariff in Appendix E (Section 6)

3.3 **Designated Parking Areas:** Vehicles shall be parked strictly within demarcated parking spaces as per the layout plans provided

in the Appendix G. Noencroachments or unauthorized usage of adjacent areas shall be permitted, and would invite heavy penalties as outlined in the document

3.4 **Penalty Schedule:** In the event of non-compliance with the Scope of Work or any other conditions stipulated in this RFP, penalties shall be imposed in accordance with the penalty schedule provided in Penalty Schedule (H), Section 6.

3.5 The field infrastructure, including signage, physical assets, personnel and their SOPs—should be seamlessly integrated to deliver the following step-by-step journey for the user:

- **(a)** **Step 1**: User checks parking availability on Variable Message Signboards (VMS) installedat the start and end of the road.
- **(b)** **Step 2**: If parking is available, user enters the road.
- **(c)** **Step 3**: User finds an available parking slot and parks the vehicle.
- **(d)** **Step 4**: User checks parking rates (per hour and day pass) displayed on boards installed every 150 meters.
- **(e)** **Step 5**: Based on estimated parking duration, user selects either per hour ticket (if ≤ 5 hours) or day pass (if > 5 hours).
- **(f)** **Step 6**: Warden issues a parking ticket using handheld POS machine, system captures and logs: serial number, parking slot number, pay-and-park location, ward, name of authorized Licensee, date, vehicle number, vehicle type, time of entry, mode of payment, amount of payment, ticket data is synced in real time with the central system.
- **(g)** **Step 7**: If user overstays initial ticket duration, POS detects overtime, alerts warden, warden pastes overtime sticker on vehicle, new ticket is issued for the extended duration.
- **(h)** **Step 8**: At time of exit, warden marks the parking slot as vacant on the POS, real-time update pushed to central system, VMS boards reflect updated availability.
- **(i)** **Step 9**: All parking activity data (occupancy, payments, violations) is continuously pushed to the centralized digital system for monitoring, reporting, and audit.

3.6 **Site Setup and Maintenance Responsibilities:** The Licensee shall be responsible for setting up and maintaining the parking area at its own cost. This includes the provision of smart handheld devices, electrical connections, and other infrastructure necessary for smooth operations. All parking bays shall be marked using

Thermoplastic Paint, in accordance with the approved site plan. These requirements must be fulfilled prior to site possession.

3.7 **Issuance of Parking Tickets:** The Licensee shall issue parking tickets exclusively through Handheld Pay & Park Electronic Devices. Each ticket must include a serial number, pay-and-park location, ward, name of the authorized Licensee, date, vehicle number, vehicle type, mode and amount of payment, time of entry. A ticket at the time of exit should also be issued if the car has been parked for a greater number of hours than the ticket was taken for initially. A Bengaluru West City Corporation logo must be printed on the ticket. These devices must automatically calculate the payable parking amount, and the cost of such devices shall be borne by the Licensee.

3.8 **Buffer Stock of Handheld Devices:** The Licensee shall maintain a buffer stock equivalent to at least 25% of the total number of handheld devices required for uninterrupted operation on any designated stretch, to ensure service continuity in case of device malfunction.Manual ticketing is strictly prohibited and any violation will attract penalties as specified in Penalty Schedule (H), Section 6.

3.9 **Data retention and transmission**: All transactional data generated through the handheld devices shall be made available to Bengaluru West City Corporation in real time for their perusal. Additionally, a consolidated monthly report detailing pictures of the site, occupancy, revenue collections and transaction summaries shall be submitted to the Bengaluru West City Corporation Head Office.

3.10 **Ticket Format and Information Placement:** Payment slips issued to vehicle owners shall clearly mention the applicable parking charges. The schedule of rates must be printed in the center of the ticket to prevent mutilation or omission.

3.11 **Digital and Cash Collection Protocol:** The Licensee shall provide cashless transactions options through UPI, credit card, debit card, and net banking. Cash collections, if any, must be recorded through the handheld device and appropriately tagged. The handheld device must distinguish and separately report cash collections to the central system.

3.12 **Enforcement of Unauthorized Parking and Towing Charges:** If any vehicle is found parked within the area defined in the layout map (Appendix G, Section 6) but outside the earmarked parking

slots, the Licensee shall be responsible for initiating towing of the vehicle. The Licensee shall be entitled to collect towing charges of INR 650 for two-wheelers and INR 1,000 for three-wheelers and four-wheelers directly from the vehicle owner. Proper documentation and reporting of such incidents must be maintained and shared with Bengaluru West City Corporation.

3.13 **Non-Preferential Access:** Parking shall be allotted strictly on a "First Come, First Served" basis. The Licensee shall not provide preferential treatment to any person or entity.

3.14 **Prohibition of Manual Slips:** Manual parking slips are strictly prohibited and only e-tickets in the format as outlined in the RFP should be issued via electronic handheld machines. Detection of manual slip issuance shall attract heavy penalties as outlined in the agreement and may result in contract termination.

3.15 **Illuminated Signage Boards:** Illuminated signage boards (size 3 ft x 2 ft) must be installed by the Licensee at intervals of every 150 meters along designated PAY & PARK stretches. The boards shall display the following in a clearly legible manner:

(a) Pay-and-park availability
(b) Approved tariff rates
(c) Sample of the E-ticket that is issued via handheld machines and,
(d) Bengaluru West City Corporation logo
(e) Name, phone number and address of the Vendor

3.16 **Display of Parking Rates:** Approved parking tariffs must be prominently displayed at all entry and exit points and on signage boards throughout the facility. These boards shall be placed in well-lit areas to ensure visibility during all hours.

3.17 **CCTV Surveillance and Data Management:** The Licensee shall install and maintain a minimum of one CCTV camera every 200 meters to oversee the designated parking locations. Each site must be equipped with the necessary computer infrastructure to store and manage video footage, which shall be made available to Bengaluru West City Corporation upon request. A backup of all CCTV footage must be retained for a minimum period of six months. Minimum camera specifications: 4K Full HD (8MP) resolution, IP66 or higher ingress protection, and night vision capability.

3.18 **Liability for Vehicle Safety and Damages:** The contracting agency shall bear full responsibility for any loss, theft, or damage

to vehicles parked within the designated parking areas. Bengaluru West City Corporation shall not be held liable in any manner for such incidents.

3.19 **Integration with Bengaluru West City Corporation digital platforms in future:** In the event Bengaluru West City Corporation develops or deploys a centralized digital application for citizen convenience, the Licensee shall ensure that all internet based handheld devices used for parking operations are integrated with such an application, as and when directed by Bengaluru West City Corporation.

3.20 **Deployment of Parking Personnel:** The Licensee shall, at its own cost, deploy adequate parking personnel per shift to cater to the citizen traffic at each pay-and-park location. All personnel must be equipped with valid identity cards and wear prescribed uniforms.

3.21 **Restriction on Subletting:** Subletting of the parking site, whether in full or in part, is strictly prohibited. The Licensee must manage operations directly through its own employees. Any detection of subletting shall render the license and contract liable for cancellation or termination, subject to prior approval from the competent authority.

3.22 **Liability and Site Due Diligence:** The Licensee shall be solely responsible for any claims by vehicle owners arising from loss or damage to their vehicles. Bengaluru West City Corporation shall be fully indemnified against any such claims. Bidders are advised to conduct an independent survey of the site and review existing operations before submitting their bids. No claims citing lack of understanding shall be entertained, as the process is conducted transparently, and all information is in the public domain.

3.23 **Revision of Parking Tariff and License Fee Adjustment:** Notwithstanding anything contained herein, Bengaluru West City Corporation reserves the right to revise the parking tariffs at any time during the contract period. In the event of such a revision, the monthly license fee payable by the Licensee shall be adjusted proportionately in line with the percentage increase or decrease in the approved parking rates.

3.24 The contracting agency must ensure that no illegal or objectionable activities are permitted. This includes implementing scientific methods to regulate the entry and exit of vehicles. If any

such activity or lapse occurs during the contract period, the contracting agency shall bear full responsibility. Bengaluru West City Corporation will not be held liable in any legal proceedings.

4. PREPARATION OF PROPOSAL

4.1 Service Providers are requested to submit a Proposal written in the language(s) specified in the Data Sheet.

Technical Proposal

4.2 In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.3 WhilepreparingtheTechnicalProposal,ServiceProvidersmustgivep articularattentiontothefollowing:

4.3.1 Only firms with the following minimum experience within the last five years will be considered for evaluation of the Technical Proposal.
4.3.2 The Service Provider must possess a valid Company/Firm Registration Certificate.
4.3.3 The Service Provider must possess a valid Registration Certificate from the Labour Department.
4.3.4 The Service Provider must possess valid ESI and PF Registration Certificates.
4.3.5 The Service Provider must have satisfactorily completed parking fee collection services amounting to at least **INR 52.5lakhs**
4.3.6 As proof, a certificate duly signed by a Competent Authority of a rank not below Executive Engineer must be submitted along with the Technical Bid.
4.3.7 The Service Provider must have achieved a minimum financial turnover of **INR 210.00 lakhs** in at least two financial years between FY 2021-22, 2022–23, FY2023-24 and FY 2024–25.
4.3.8 This must be supported by a certificate from a Chartered Accountant, submitted along with the Technical Proposal.
4.3.9 The Service Provider must demonstrate liquid assets and/or access to credit facilities of not less than **INR 52.5 lakhs**, supported by appropriate documentation (e.g., credit lines, letters of credit, or certificates from banks).

4.4 ReportstobeissuedbytheServiceProvidersaspartofthisassignmentm ustbein both English and Kannada.Itisdesirablethatthefirm'spersonnelhaveaworkingknowled geoftheClient'sofficiallanguage.

4.5 TheTechnicalProposalshouldprovidethefollowinginformationusing theattachedStandardForms(Section3):

4.5.1 A brief description of the Service Provider's organization and an outline ofrecent experience on assignments (Section 3B) of a similar nature.For eachassignment, the outline should indicate, inter alia, the profiles and names ofthe staff provided, duration of the assignment, contract amount, and firm'sinvolvement.

4.5.2 Any commentsor suggestionson theTerms ofReference and on thedata, alistofservices,andfacilitiestobeprovidedbytheClient(Section 3C).

4.5.3 AdescriptionofthemethodologyandSOP to be followed for collecting parking revenues (Section3D).

4.5.4 Thelistoftheproposedstaffteambytheir role, thetasksthatwouldbeassignedtoeachstaffteammember,andt heirtiming(Section3E).

4.5.5 Financial turnover for the past three years to assess the bidder's financial capacity and determine compliance with the minimum technical requirements (Section 3F).

4.5.6 Any additional informationrequestedintheDataSheet and signed forms as part of the appendix (Section 6).

4.6 The Technical Proposal shall not include any financial information.

Financial Proposal

4.7 While preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms (Section 4) and must incorporate the costs and comply with the requirements specified in Section 4A.

4.8 ServiceProvidersshallexpressthepriceoftheirservicesinIndianRupee s an in the format as mentioned in Section 4B.

4.9 TheDataSheetindicateshowlongtheproposalsmustremainvalidafte rthesubmissiondate(180days fromthedateof submission).Duringthisperiod,theServiceProvider is expected to keep available the key professionalstaffproposedfor the

assignment.The Client will make its best effort to complete negotiationswithinthisperiod.IftheClientwishestoextendthevalidit yperiodoftheproposals, the Service Providers who do not agree have the right not to extend thevalidityof theirproposals.

5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

5.1 Interested bidders shall login to https://kppp.karnataka.gov.inand follow the procedures and guideline given there or call the KPPPhelp desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

5.2 Downloading of tender documents, submission of proposal all will be throughGovernment of Karnataka KPP websitehttps://kppp.karnataka.gov.inunder login for Service Providers. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in KPP portal.

5.3 **EMD**

5.3.1 The Tenderer shall furnish,aspartofhistender,EarnestMoneyDeposit(EMD)as per described in tender notification

5.3.2 IftheTendererwithdrawstheTenderafterTenderOpeningdurin gthePeriodofTenderValidity;

5.3.3 IftheTendererdoesnotacceptheCorrectionoftheTenderedPri ce,pursuanttoClauses;or

5.3.4 InthecaseofasuccessfulTenderer,iftheTendererfailswithinthe specifiedtimelimitto:

1. SigntheAgreement;or
2. FurnishtherequiredPerformanceSecurity.

5.4 The original Proposal shallbepreparedasperRFPdocument.

5.5 AnauthorizedrepresentativeoftheServiceProviderinitialsallpage softheProposalalong withseal. The representative's authorization isconfirmed byawrittenpowerofattorneyaccompanyingtheProposal.

5.6 TheBiddershallsubmitthebidsseparatelyi.e.,"Technical"and"Fin ancial"electronicallyonlineine-portal.

5.7 Tendererhasallthetimetomodifyandcorrectoruploadanyrelevant documentintheportalbeforesubmissionone-portal.

5.8 Thelastdateandtimeincludinghours,minutesandsecondsforsubmi ssionwillbe mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

5.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

6. PROPOSAL EVALUATION

General

6.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Bengaluru West City Corporation on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firmto in fluence the Bengaluru West City Corporation in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

6.3 The evaluation committee appointed by the Bengaluru West City Corporation, both as a whole and through its individual members, evaluates the proposals based on their compliance with the conditions specified in Section 4.3 (Preparation of Proposal). A proposal shall be rejected at this stage if it does not adequately address key aspects of the Terms of Reference or fails to meet the minimum technical criteria outlined in Section 4.3.

Note: The Technical bids of only the firms satisfying the above criteria will be considered for evaluation.

Public Opening and Evaluation of Financial Proposals; Ranking

6.4 AftertheEvaluationofalltheTechnicalProposalsarecompleted,theEmployershall display in the KPPP Web site the Name of those Service Providers whose Proposals did not meet the minimum Qualifying criteria or were considered Non-Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Website the Names of the Service Providers that have secured the minimum Qualifying Mark.

6.5 TheFinancialProposalsshallbeopenedpubliclyinthepresenceoftheServiceProviders' representatives who choose to attend. The name of the Service Provider, the quality scores, and the proposed prices shall be read aloud and recordedwhenthe Financial Proposals are opened. The Client shall prepare minutes of the public opening

6.6 Thee valuation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corres ponding Technical Proposals, if not, the Client will cost them and add their cost to the initialprice), correct any computational errors.

6.7 The Bengaluru West City Corporation will select the highest license fee bidder ('evaluated' price). The selected Service Provider will be invited for negotiations.

7. NEGOTIATIONS

7.1 Negotiations will be held at the address indicated in the Data Sheet.The aim istoreachagreementonallpointsandsignacontract.

7.2 NegotiationswillincludeadiscussionoftheTechnicalProposal,theproposedmethodology(workplan),staffingandanysuggestionsmadebythefirmtoimprovethe Termsof Reference.The Bengaluru West City Corporation and ServiceProvider willthen workoutfinalTermsofReference,staffing,andbarchartsindicatingactivities,staff,periodsin thefield andin thehomeoffice, staff-months,logistics, and reporting.The agreed work plan and final Terms of Reference will then be incorporated in the"DescriptionofServices"andformpartofthecontract.Specialattention willbepaid to getting themost the ServiceProvider can offer within theavailable budgetand toclearly defining the

inputsrequired from the Bengaluru West City Corporationto ensure satisfactoryimplementationoftheAssignment.

7.3 Unless there are exceptional reasons, the financial negotiations will involve neitherthe remuneration ratesfor staff (no breakdown of fees) nor other proposed unitrates.

7.4 HavingselectedtheServiceProvideronthebasisof,amongotherthings, anevaluationofproposedkeyprofessionalstaff,theBengaluru West City CorporationexpectstonegotiateacontractonthebasisoftheexpertsnamedintheProposal.Beforecontractnegotiations,theBengaluru West City Corporationwillrequireassurancesthattheexpertswillbeactuallyavailable.The Bengaluru West City Corporationwill not consider substitutions during contract negotiationsunlessbothpartiesagreethatunduedelayintheselection processmakessuchsubstitutionunavoidableorthatsuchchangesare criticaltomeettheobjectivesofthe assignment.If this is notthecase and if it is establishedthatkey staff wasoffered in the proposalwithout confirming their availability, the Service Providermaybedisqualified.

7.5 The negotiations will conclude with a review of the draft form of the contract.TocompletenegotiationstheBengaluru West City CorporationandtheServiceProviderwillinitialtheagreedcontract.If negotiationsfail,theBengaluru West City Corporationwillinvitethefirmwhohasquotedthesecondlowestprice fornegotiations. Theprocesswillberepeated tillanagreedcontractisconcluded.

8. AWARD OF CONTRACT

8.1 Thecontractwillbeawardedfollowingnegotiations.Afternegotiations arecompleted, the Bengaluru West City Corporation willpromptly notify unsuccessfulService Providers who didnotpassthetechnicalevaluation(para4.3)

8.2 The Service Provider isexpected tocommence the Assignment on thedateand atthelocation specifiedintheDataSheet.

9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the proposalsortootherpersonsnotofficiallyconcernedwiththeprocess,u

ntilthewinningServiceProviderhasbeennotifiedthatithasbeenaward edthecontract.

10. PERFORMANCE SECURITY

10.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit (refundable without interest) in any of the following forms, amounting to **INR 5,25,000/-** Banker's Cheque, Demand Draft, Bank guarantee (Appendix C) or Pay Order in favor of the Commissioner, Bengaluru West City Corporation, payable at Bengaluru.

10.2 If the security deposit is provided by the successful Tenderer in the form of a BankGuarantee, itshallbeissuedeitherbyaNationalized/Scheduledbank.

10.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 9.1shallconstitutesufficientgroundsforcancellationoftheawardand suitableactionasperEMDdeclarationandinaccordance withlaw.

11. DATA SHEET - Information to Service Providers

11.1 **The name of the Client is:** Commissioner, Bengaluru West City Corporation, Public Utility Building, Bengaluru, represented by ExecutiveEngineer ,Bengaluru West City Corporation
Address of the Client is: Executive Engineer TEC Zone-2 BWCC 19th main road Rajajinagar 2nd Block Bengaluru – 560010

The method of selection is: **Highest Bid Selection**

11.2 **A Technical and a Financial Proposal are requested**: Yes

The name, objectives and description of the Assignment are:

Name: **Collection of parking fees for HMT Main road, Triveni main road, 17th cross road, Tharasu Road in Malleshwaram**

Objective: To manage, operate, and collect on-street parking fees in accordance with Bengaluru West City Corporation's approved framework.

11.3 **The Bengaluru West City Corporation will provide the**

following inputs:

- Approved parking layout plans
- Approved tariff structure and operational hours
- Necessary approvals for on-street activities
- Compliance Summary for Infrastructure and Equipment (Form 4A)

11.4 TheclausesonfraudandcorruptioninthecontractareSub-Clause2.7.1ofG.C.C.

11.5 Clarifications may be requested up to the last date for submission of queries.
The address for requesting clarifications is:ExecutiveEngineer, Zone 2, Bengaluru West City Corporation, Bengaluru

11.6 Proposals should be submitted in the following language(s): **English**

a) Shortlisted Service Providers are not allowed to associate with other shortlisted Service Providers for this assignment.
b) There is no minimum requirement for ticket issuer staff-months. However, the Service Provider must deploy adequate staff as needed to ensure proper supervision and management across all shifts.
c) The proposed ticket issuers must have a minimum of one year of experience in similar roles. This includes interacting with customers, answering queries about pricing and availability, and issuing tickets.
d) All reports required as part of this assignment must be written in English.

11.7 Training is an important feature in this Assignment: No Additional information in the Technical Proposal includes:

- Proof of Financial Turnover
- Work Orders & Completion Certificates
- Team & roles

11.8 Proposalsmustremainvalidfor**180**daysfromthelastdateofsubmission

11.9 ServiceProvidersmustsubmittheproposalthroughKPPPwebsite

11.10 Proposalsmustbesubmittedwithinthedateandtimestipulatedinhttps://kppp.karnataka.gov.in

11.11 TheaddresstosendinformationtotheBengaluru West City Corporationis:

Executive Engineer
TEC Zone-2 BWCC
19th main road Rajajinagar 2nd Block
Bengaluru – 560010

No. of lanes 2

No. of VMS Boards per lane 2

Categories	%age	Vehicle Type	No of Slots	Rate	No of Hours per Day
Monthly Pass	0%	4 Wheelers	0	3000/month	-
		2 Wheelers	0	1500/month	-
Day Pass	0%	4 Wheelers	0	150/day	-
		2 Wheelers	0	75/day	-
Hourly Basis	100%	4 Wheelers	49	30/hour	24
		2 Wheelers	138	15/hour	24

Note: 40% Factor Considered to account for minimum wages salary and maintenance

$$23520600 \times 0.40 = 9408240$$

For Minimum reserve annual license fee is in (Rs) round up = 9400000

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A.TechnicalProposalsubmissionform.

3B.ServiceProvider’sreferences.

3C.DescriptionoftheSOP for collecting of parking revenues

3D. Teamcompositionandroles

3E. Financial turnover for the last 3 years

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location,Date]

From:

[NameandAddressofFirm]

To:

Office of the
Executive Engineer
TEC Zone-2 BWCC
19th main road Rajajinagar 2nd Block
Bengaluru – 560010

Sir,

Subject: Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Roadin Malleshwaram

We,theundersigned,offertoprovidetheservicesfortheaboveinaccordance with your Request for Proposal dated _____ ,and our Proposal.We are herebysubmitting our Proposal, which includes this Technical Proposal, and a Financial ProposalsubmittedunderKPPPwebsite.

IfnegotiationsareheldduringtheperiodofvalidityoftheProposal,i.e.,befor e*[Date]*_____weundertaketonegotiateonthebasisoftheproposedsta ff.OurProposalisbindinguponusandsubjecttothemodificationsresultingfr omcontractnegotiations.

WeunderstandyouarenotboundtoacceptanyProposalyou receive. We remain,

Yourssincerely,

AuthorizedSignature:

NameandTitleofSignatory:

NameofFirm:

Address:

3B.SERVICEPROVIDER'SREFERENCES

RelevantServicescarriedoutinthelastFive Yearsthatbestillustratequalifications

Using the format below, provide information on each reference assignment for which yourfirm/entity,eitherindividuallyasacorporateentityorasoneofthemajor companieswithinan association,waslegallycontracted.

Reference Service Number_____

Name of the client	
Location	
Parking collection Services (Value of services per year)	INR
Start and end date of contract	
Number of staff deployed	
Description of the project	

Instructions:

1) TheBiddershallattachcopies ofthe work orders / completion certificates as evidence for the above or a self-declaration by

an authorized person from the service provider.

3C. DESCRIPTION OF THE SOP FOR COLLECTING PARKING REVENUES

Instructions:

1) TheBiddershalloutline the SOP and procedures they will follow for collecting revenues and the protocols and safeguards they will have in place to ensure compliance to the requirements of the RFP

3D. TEAMCOMPOSITIONANDROLES

Role 1:

Position:	
Number of people deployed:	
Task Description:	

Role 2:

Position:	
Number of people deployed:	
Task Description:	

Role 3:

Position:	
Number of people deployed:	
Task Description:	

Instructions:

1) TheBiddershall outline the number of staff and the supervisory team that will be deployed and the roles for the same.

3E. Financial Capacity of the Bidder

	Year 1	**Year 2**	**Year 3**
	(1)	*(2)*	*(3)*
Turnover (INR)			

Instructions:

2) TheBiddershallattachcopies ofthe audited balancesheets,financialstatementsandAnnualReports for 5 (five) years from FY 2020-21. The financial statements shall:

   i) reflectthefinancialsituationoftheBidderanditsAssociateswheret heBidderisrelyingonits Associate's financials;
   ii) beauditedbyastatutoryauditor;
   iii) becomplete,includingallnotestothefinancialstatements;and
   iv) correspondto accountingperiodsalreadycompletedandaudited(nostatementsf orpartialperiods shall be requested or accepted).

3) TheBiddershallalsoprovidethenameandaddressoftheBankerstothe Bidder.

4) The Bidder shall provide an Auditor's Certificate specifying the turnover

SECTION 4.FINANCIAL PROPOSAL - STANDARD FORMS

4A. Compliance Summary for Infrastructure and Equipment
4B. Financial proposal submission form

4A. Compliance Summary for Infrastructure and Equipment
(Tobesubmitted as part ofFinancialbid only)

Component	Approximate Quantity	Unit
Surveillance CCTV Cameras (Minimum specs: 4K FHD 8MP, IP66+, night vision; minimum 1 camera every 100m on both sides of the road)	32	Nos.
Parking Boards with *2) Pay-and-park availability* *3) Approved tariff rates* *4) Sample of the E-ticket that is issued* *5) Bengaluru West City Corporation logo* *6) Name, address and contact of the vendor* *7) Minimum 1 board every 150m on both sides of the road* *8) 3x2 feet (size of the board)*	42	Nos.
Road Markings	519	Sqm
Road Studs (3 per parking slot)	708	Nos.
Installation and setup (poles, cabling, testing)	3.1	Km
Connectivity (Data SIMs; 1 per handheld machine)	27	Nos.
VMS Boards: *9) Outdoor LED boards with 4G connectivity* *10) Minimum dimension of 4 feet x 2 feet* *11) One on each end of the road on both sides of the road*	8	Nos.
Parking wardens / supervisors	*Adequate number to monitor all the slots – < to be updated by bidder>*	
Internet-enabled Smart POS machine (4G Connectivity)	27 POS	Nos.

We agree to ensure compliance to the above infrastructure and equipment requirement.

Yourssincerely,

Authorized Signature:
NameandTitleofSignatory
:
NameoftheServiceProvider:
Address:

4B.FINANCIALPROPOSALSUBMISSIONFORM
(Tobesubmitted as part ofFinancialbid only)

FROM:(NameofServiceProvider) TO: (Name and address of the client)

Ladies/Gentlemen,

Subject:FinancialProposalfor**Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Road in Malleshwaram**
We, The undersigned, offer to provide the services for **"Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Road in Malleshwaram"**inaccordancewithyourRequestforProposaldated*[Date],*andourProposal (technical and Financial Proposals). Our attached financial proposal is for the sum of*[Amountinwordsandfiguresperannum/monthlytobepaidtoBWCCasperbelow schedule (Including GST and all other taxes)*

Sl No	Nameof thework	Paymentscheduleasper BWCC	
		ContractPeriod	**Fixed Annual Bid Amount**
1	**Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Road in Malleshwaram**	From thedate of Workorder	INR _____

It is understood that the minimum annual License Fee payable for the first year is INR **105.00 Lakhs**The License fee shall be quoted against this annual amount. However, payment may be made in two equal biannual instalments of 50% each. The License fee will be paid bi-annually in advance by the successful bidder.

We undertake that, in competing for (and, ifthe award is made tous in executing)theabovecontract,wewillstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely"PreventionofCorruptionAct1988". We will ensure compliance with Section 4A and all other terms and conditions laid

out in the RFP.
WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yourssincerel
y,

Authorized Signature:
NameandTitleofSignatory
:
NameoftheServiceProvider:
Address:

Note : The Tenderer should note that the quoting amount must be above the annual bid amount mentioned above and as described in Terms ofReferencefailingwhichthebidswillbeliabletoberejected.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

Bengaluru West City Corporationisdesirousofobtainingservices**"Collection of parking fees for HMT Main road, Triveni main road, 17thcross road, Tharasu Road in Malleshwaram"**TheBengaluru West City Corporationintendstoprocuretheservicesofa Contractingfirmhavingsimilarexperiencetoundertaketheassignment.Specificallythefollowingworksareintendedtobecarriedoutonthis Project.

2. OBJECTIVES

The Tenderer shall perform the principal services outlined below as a part ofresponsibilityfortheservicesofthework.Theyshall provide the qualified staff with relevant experience to carry out the assignment. The tenderer will meet with all the compliances listed below as well as in Section 4A. The Services will includebutnotlimitedtothefollowing:

- TheServiceprovidershouldcheckthelocationoftheParkingRoadstoensure himselfthatallthecriteriaarelookedintobeforeapplyingfortender.
- Service Provider, with the concurrence of Bengaluru West City Corporation shall convene periodical meetingsbetween Bengaluru West City Corporation to discuss, prepare and finalize collection programme prior tothecommencementofwork.
- Bengaluru West City Corporation shall furnish for the use of the Service Provider all necessary data asrequiredforsettingoutallpermanentandtemporaryworks.
- Bengaluru West City Corporation shall inspect and ensurecompliancewiththetermsandconditionsofcontract.
- ServiceProvidershallstudyallContractAgreement,Specificationsetc.andensureimplementationatsite.
- Parking chargestobecollectedshould not exceed the below mentioned Rates

	Parking charges (INR)	
	4-Wheeler	**2-Wheeler**
Per Hour	30	15

- TheService Providers representatives shall be responsible for overall monitoring of the parking activity in the said sites and shall be available at site every day.
- The Service Provider shall Abe responsible to deploy requisite number of qualified and experienced personnel at site on full time basis to supervise the day-to-day activity ofparking and also shall be responsible for monitoring of the vehicle's movement as per specifications and standards.
- The Service Provider shall ensure that all instructions to the Service Providers will be issued in the form of letter written by officer in charge to the Service Provider or site instructions to the Service Provider written by officer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at every time.
- Services for the parking of the vehicle, collection of prescribed & displayed parking fee, Management of traffic within the parking area.
- The contracting agency shall fully responsible for any damages, losses etc. of the parked vehicles. Bengaluru West City Corporation is in no way responsible for such damage/losses.
- Documentation of all events for security purpose and related matters during the period, which has to be shared toBengaluru West CityCorporation on every month. The cost of which will not be paid by Bengaluru West City Corporation.
- Bengaluru West City Corporation shall provide time assistance and direction to the Service Provider in all matters related to the interpretation of the Contract.
- Service Provider shall ensure all the safety norms as per Government directions like Fire safety, Safety of Workers & general public, Vehicles, etc. are adhered to with proper Insurance Policies at the building at the premises throughout the Contract Period.
- Service provider should disburse salaries / payments / DA / VDA / ESI / PF to its employees as per relevant labour laws & other applicable law /rules. Deposit the requisite benefits to concerned departments like, ESI, PF, etc in time. All details to be submitted to Bengaluru West City Corporation every month.
- No advertisements should be displayed.
- Should not Sub-let the premises to other agency or persons.
- Service Provider should remit the bid amount & other payments like Penalties, Cost of repairs to Damages, etc. to Bengaluru West City Corporation in the form of DEMAND DRAFT drawn in favor of Commissioner, Bengaluru West City Corporation, Bangalore, payable at Bangalore in advance as per his quoted price. Delay in payment will attract an interest of 24% per annum of the amount to be paid to Bengaluru West City Corporation.
- If the Service Provider fails to perform as per the terms & conditions or fails to pay the above amount / Charges even after THREE

REMINDERS it may be noted that tender will be terminated, and the damages/arrears will be recovered at risk and cost of the Service Provider from the Performance Security deposit amount.

- Service Provider shall carry out joint inspection with Bengaluru West City Corporation before the end of Contract period and take remedial measures for defects discovered if any, and to correct them and handover the site in correct manner back to Bengaluru West City Corporation along withrecords stored there on for a sufficient period. Bengaluru West City Corporation will not pay any extra cost for this.
- Service Provider should not carry any other activity without prior permission of Bengaluru West City Corporation.
- Ensure that Cars / Scooters etc. are parked systematically in neat rows. A parking attendant must ensure that vehicles are parked in an orderly manner and that the vehicles do not encroach upon the open space surrounding.
- **Smoking Restrictions**: Smoking shall be prohibited throughout the road Easily readable "NO SMOKING" signs must be conspicuously posted at locations where they can catch the eye. Each sign must also include a pictograph with illumination.
- Service Provider must have the Equipment / Machineries for safety & Security purpose as defined in scope of work
- The Upon termination or expiry of the concession agreement, the Concessionaire shall vacate and hand over the project site to Bengaluru West City Corporation in 'as-is' condition. All physical and immovable assets developed, installed, or constructed on-ground by the Concessionaire as part of the project shall be transferred to and shall become the absolute property of Bengaluru West City Corporation, without any financial or legal encumbrance. This clause shall apply strictly to tangible, on-ground physical assets and shall exclude intangible assets or movable items unless specifically provided for in the agreement

The services of the service provider shall be available full time during the entire contractperiod.

3. SPECIFICRESPONSIBILITIES OFTHETENDERER

a) Documents

The Bengaluru West City Corporationshall provideto the Service Provider, thecopiesof alldata available which are considered relevant to the execution ofService Provider’s work and liaison withotherdepartments for access ofinformationanddata.

b) LiaisonandAccess

The Bengaluru West City Corporation shall provide liaison with other

Government agencies andDepartments for only the introduction of the Service Provider. Bengaluru West City Corporationwillonly coordinate with Service Provider for arranging unhindered access to therelevantagencies/Departmentsinordertocompletethetask successfully.

c) Scheduleforcompletionoftasks.

- Thework hasbeentendered onLumpsumBasis ofthetenderCost.
- The Contract services shall be for the entire completion of the periodi.e., 36 months and further 24 months, if it gets extended

d) PaymentstoBengaluru West City Corporation

- TheminimumannualCharges(IncludingGST&allothertaxes)payable to Bengaluru West City Corporation is fixed at **Rs.1,05,00,000(Rs. One Crore FiveLakhs only).** Hence, thecompeting Tenderer should quote the above/more than the minimumchargesfixed.

- The Service Provider has to pay total charges per annum in the form of DEMAND DRAFT (as stated above). While the bid must be submitted for the annual amount, payment may be made in two equal installments of 50% each, payable bi-annually. Delayinpaymentwill attract aninterestof24%per annum.IftheServiceProvider fails to pay the money even after three reminders (Notices),the contract will be cancelled at the risk and cost of Service Provider.All the deposits will be forfeited. The quoted price shall be inclusive ofGST,servicetax/othertaxes.

- The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

e) ScheduleofpaymentstoBengaluru West City Corporation:

Sl No	**Nameof thework**	**PaymentscheduleasperBengaluru West City Corporation**	
			Total Bid Amount

1	**Collection of parking fees for HMT Main road, Trivenimai**	From the date of Work order	Total bid amount in either one or two installments (to be paid in advance of each period – exact dates to be finalized at the time of LoA and contract)

		n r o a d , 1 7 t h c r o s s r o a d , T h a r a s u R o a d i n M a l l e s h w a r a m		

The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

f) Nonperformance ofServices-levyingofpenalty&termination

A penalty will be levied on the service provider at minimum 24% per annum (2%per month) on the amount to be paid by the Service Provider to**Collection of parking fees for HMT Main road, Triveni main road, 17th cross road, Tharasu Road in Malleshwaram**in respect of nonpayment of bid amount as mentioned in Schedule of payments to **Collection of parking fees for HMT Main road, Triveni main road, 17th cross road, Tharasu Road in Malleshwaram.**Further, thecontract will be terminated and the damages, arrears will be recovered at risk and cost oftheServiceProviderfromthedepositamount.

Totalfailureontheperformanceofserviceswillrenderforfeitureofthe PerformanceSecurityDepositandactionwill beinitiatedasper ConditionsofContract.

4. OBLIGATIONS OF THE CLIENT

i. Documents

The Bengaluru West City Corporation shall provide the Service Provider with copies of all data available which are considered relevant to the execution of Service Provider's work andliaisonwithotherdepartmentsforaccessofinformationanddata

ii. LiaisonandAccess

The Bengaluru West City Corporation shall provide liaison with other Government agencies and DepartmentsfortheintroductionoftheServiceProvider.TheServiceProvidersha llbegivenunhinderedaccessto therelevantagencies /Departmentsinordertocompletetheprojectsuccessfully.

DISPUTES, IF ANY: Dispute if any, between the client and the Service Provider, thedecision of theCommissioner,Bengaluru West City Corporation, Bengaluru is final and binding on both the ClientandServiceProvider.

SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES

between

_____

[ExecutiveEngineer, Bengaluru West City Corporation]

and

_____

[NameofServiceProviders]

Dated:

1. FORM OF CONTRACT

ThisCONTRACT(hereinaftercalled the"Contract")ismadethe____dayofthemonthof ___,202_____,between,ontheonehand,
_____(hereinaftercalledthe"Client")and,ontheotherhand,
_____(hereinaftercalledthe"ServiceProviders").
[*Note: IftheServiceProvidersconsistofmorethanoneentity,theaboveshould bepartiallyamendedtoreadasfollows:
“
.....
(hereinaftercalledthe"Client")and,ontheotherhand,ajointventureconsistingofth e
followingentities,eachofwhichwillbejointlyandseverallyliabletotheClientforallthe Service Providers' obligations under this Contract, namely,
and
___(hereinaftercalledthe"ServiceProviders.")”]

WHEREAS

(a) TheClienthasrequestedtheServiceProviderstoprovidecertainservicesas defined in the General Conditions of Contract attached to this Contract(hereinaftercalledthe"Services");

(b) theServiceProviders,havingrepresentedtotheClientthattheyhavether equiredprofessional skills, and personnel and technical resources, have agreed to providetheServicesonthetermsandconditionssetforthinthisContract.

NOWTHEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshall bedeemedtoformanintegral partofthisContract:

(a) TheGeneralConditionsofContract(hereinaftercalled"GC");

(b) TheSpecial Conditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

AppendixA:DescriptionoftheServices ____
AppendixB:Reporting Requirements __
AppendixC:KeyPersonnel andSub-Service Providers----------
AppendixD:Servicesand FacilitiestobeprovidedbytheClient_____
AppendixE:BreakdownofContractPrice_____
AppendixF:FormofGuarantee forAdvance Payments_____

[Note:If any of these Appendices are not used, the words "Not Used" should be insertedbelow nexttothetitleoftheAppendixonthesheet attachedheretocarryingthetitleofthatAppendix.]

2. ThemutualrightsandobligationsoftheClientandtheServiceProvidersshall beasset forthin theContract,in particular:

(a) TheServiceProvidersshall carryouttheServicesinaccordancewiththeprovisions of the Contract;and

INWITNESSWHEREOF,thePartiesheretohave causedthisContracttobesignedintheirrespectivenamesasofthedayandyearfirsta bovewritten.

FORANDONBEHALFO
F[NAMEOFCLIENT]

By(AuthorizedRepresentative)

FOR AND ON BEHALF
OF[NAMEOFSERVICEPR
OVIDER]

By(AuthorizedRepresentative)

[**Note**:IftheServiceProvidersconsistofmorethanoneentity,alloftheseentitiesshould appearassignatories,e.g.,inthefollowingmanner:]

FORANDONBEHALF OFEACHOF
THEMEMBERSOFTHESERVICE PROVIDERS

[Nameof Member]

By(AuthorizedRepresentative)

[Nameof Member]
By(Authorized Representative) etc.

2. GENERALCONDITIONSOF CONTRACT

A. GENERALPROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneverusedinthisContractha vethefollowingmeanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law inIndia,astheymaybeissuedandinforcefromtimetotime;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditionsof Contract (GC) are attached, together with all the documents listed in Clause 1 of suchsigned Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effectpursuanttoClauseGC2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, inaccordancewithClause6;

(e) "GC"means theseGeneralConditionsofContract;

(f) "Government"means theGovernmentofKarnataka;

(g) "Localcurrency"meansIndianRupee;

(h) "Member", in case the Service Providers consist of a joint venture of more than oneentity, means any of these entities, and "Members" means all of these entities; ‘Member inCharge’ means the entity specified in the SC to act on their behalf in exercising all theServiceProviders’rightsandobligationstowardstheClientunderthisContract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties meansbothofthem;

(j) "Personnel"meanspersonshiredbytheServiceProvidersorbyanySub-ServiceProvider as employees and assigned to the performance of the Services or any part thereof;and‘keypersonnel’meansthepersonnelreferredtoinClauseGC4.2(a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions ofContractmaybeamendedorsupplemented;

(l) "Services" means the work to be performed by the Service Providers pursuant to thisContract;and

(m) "Sub-ServiceProvider"meansanyentitytowhichtheServiceProviderssubcontractany partoftheServicesinaccordancewiththeprovisionsofClauses3.5and4.

(n) ‘Thirdparty”meansanypersonorentity other thantheGovernment,theClient,theServiceProviders,oraSub-ServiceProvider.

1.2 LawGoverningthe Contract

This Contract, its meaning and interpretation, and the relation between the Partiesshall begovernedbytheApplicableLaw.

1.3 Language

This Contract has been executed in English language, which shall be the binding andcontrollinglanguageforallmattersrelatingtothemeaningorinterpretationof thisContract.

1.4 Notices

Any notice, request orconsent madepursuantto this Contract shall be in writingandshallbedeemedtohavebeenmadewhendeliveredinpersontoanautho rizedrepresentative of the Party to whom the communication is addressed, or when sent byregisteredmail,telex,telegramorfacsimiletosuchPartyattheaddressspecified intheSC.

1.5 Location

The Services shallbeperformed at such locations as are specified in Appendix Gand, where the location of a particular task is not so specified, at such locations, whether inKarnatakaorelsewhere,astheClientmayapprove.

1.6 Authorized Representative

Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredorper mitted to be executed, under this Contract by the Client or the Service Providers may betakenorexecutedbytheofficialsspecifiedintheSC.

1.7 Taxes and Duties

The Service Providers, Sub-Service Providers and their Personnel shall pay suchtaxes, duties, fees and other impositions as may be levied under the Applicable Law, theamountofwhichisdeemedtohavebeenincludedintheContractPrice.

B. Commencement,Completion,ModificationandterminationofContract

2.1 Effectivenessof Contract

ThisContractshall comeintoeffectonthedatetheContractissigned by bothPartiesorsuchotherlaterdateasmaybestatedintheSC.

2.2 CommencementofServices

The Service Providers shall begin carrying out the Services immediately after thedate theContractbecomeseffective,oratsuchotherdateasmaybespecifiedintheSC.

2.3 ExpirationofContract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at theendofsuchtimeperiodaftertheEffectiveDateasisspecifiedintheSC.

If the Bidder/Concessionaire wishes to seek an extension after 36 months for an additional period of 24 months, a written request must be submitted at least 30 days before the expiry of 36 months from the date of Work Order.

The Bengaluru West City Corporation may, at its sole discretion and subject to its assessment of the Bidder’s performance, grant such extension. The decision in this regard shall rest exclusively with BWCC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modificationofthescopeoftheServicesoroftheContractPrice,mayonlybemadeby writtenagreementbetweentheParties.

2.5 ForceMajeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is

beyondthe reasonable control of a Party, and which makes a Party's performance of its obligationsunder the Contract impossible or so impractical as to be considered impossible under thecircumstances.

2.5.2 NoBreach ofContract

The failure of a Party to fulfill any of its obligations under the contract shall not beconsidered to be a breach of, or default under this Contract insofar as such inability arisesfrom an event of Force Majeure, provided that the Party affected by such an event (a) hastaken all reasonable precautions, due care and reasonable alternative measures in order tocarry out the terms and conditions of this Contract, and (b) has informed the other Party assoonaspossibleabouttheoccurrenceofsuchanevent.

2.5.3 Extension ofTime

AnyperiodwithinwhichaPartyshall,pursuanttothisContract,completeanyaction or task, shall be extended for a period equal to the time during which such Party wasunabletoperformsuchactionasaresultofForceMajeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event ofForce Majeure, theService Providers, thepayment shallbearrivedon mutualconsentunderthetermsofthisContract.

2.5.5 Suspension:

The Client may by written notice of suspension to the Service Providers, suspend allaccess to the Service Providers hereunder if the Service Providers fail toperform any oftheir obligations under this contract, including the carrying out of the Services, providedthatsuchnoticeofsuspension(i)shallspecifythenatureofthefailure,and(ii)shallrequesttheServiceProviderstoremedysuchfailurewithinaperiodnotexceeding thirty
(30)daysafterreceipt bytheService Providersofsuchnoticeofsuspension.

2.6 Liquidateddamagesfordelayincompletion

2.7 Termination

2.7.1 BytheClient

The Client may terminate this Contract, by not less than thirty (30) days' writtennotice of termination to the Service Providers, to be given after the occurrence of any of theevents specifiedin paragraphs(a) through(d) of this Clause 2.7.1and sixty (60)days' inthecaseoftheeventreferredtoin (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligationsunder the Contract,within thirty (30) days of receipt after being notified or within suchfurtherperiodastheClientmayhavesubsequentlyapprovedin writing;

(b) IftheServiceProviders(oranyoftheirMembers)becomeinsolventorbankrupt ;

(c) If, asthe result ofForceMajeure, the ServiceProvidersareunabletoperform amaterial portionoftheServicesforaperiodofnotlessthansixty(60)days;or

(d) IftheServiceProvider,inthejudgmentoftheClienthasengagedincorruptorfra udulentpracticesincompetingfororinexecutingtheContract.

Forthepurposeofthisclause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value toinfluencetheactionofapublicofficial intheselectionprocessorincontractexecution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selectionprocess or the execution of a contract to the detriment of GOK, and includes collusivepracticeamongServiceProviders(priortooraftersubmissionofproposals)designedtoestablishpricesatartificialnon-competitivelevelsandtodepriveGOKofthebenefitsoffreeandopencompetition.

(e) IftheClient,initssolediscretionandforanyreasonwhatsoever,decidestotermin atethisContract.

2.7.2 BytheServiceProviders

The Service providers may terminate this Contract, by not less than thirty (30) days'written notice to the Client, such notice to be given after the occurrence of any of the eventsspecifiedin paragraphs(a)through (b)ofthisClause2.7.2:

(a) If the Client is in material breach of its obligations pursuant to this Contract and has notremediedthesamewithinforty-five(45)days(orsuchlongerperiodastheServiceprovidersmayhavesubsequentl yapprovedinwriting)followingthereceiptbytheClientoftheServiceproviders’no

ticespecifyingsuchbreach;
(b)if, as the result of Force Majeure, the Service providers are unable to perform a materialportionoftheServicesforaperiod ofnotlessthansixty(60)days.

2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration ofthis Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereundershall cease,except:

(i) suchrightsandobligationsasmayhaveaccruedonthedateofterminationorex piration;

(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) anyrightwhichaPartymay haveundertheApplicableLaw

2.7.4 CessationofServices

Upon termination of this Contract by notice of either Party to the other pursuant toClauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatchorreceiptofsuchnotice, takeallnecessary stepstobring theServicestoaclosein aprompt and orderly manner and shall make every reasonable effort to keep expendituresforthispurposetoaminimum.Withrespecttodocumentspreparedbyt heServiceProviders and equipment and materials furnished by the Client, the Service Providers shallproceedasprovided,respectively,by ClausesGC3.7andGC3.8

C. Obligationsof theServiceProviders:

3.1 General

The Service Providers shall perform the Services and carry out their obligationshereunder with all due diligence, efficiency and economy, in accordance with generallyacceptedprofessionaltechniquesandpractices,andshallobservesoun dmanagementpractices, and employ appropriateadvanced technology and

safe methods. The ServiceProvidersshallalways act, in respectofanymatter relating tothisContractortotheServices, as faithful advisers to the Client, and shall at all times support and safeguard theClient'slegitimateinterestsinanydealingswithSub-ServiceProvidersorthird parties.

3.2 ServiceProvidersNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute theService Providers' sole remuneration in connection with this Contract or the Services, andthe Service Providers shall not accept for their own benefit any trade commission, discountor similar payment in connection with activities pursuant to this Contract or to the Servicesor in the discharge of their obligations under the Contract, and the Service Providers shalluse their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents ofeitherofthem,similarlyshall notreceiveanysuchadditional remuneration.

3.3 ProcurementRulesofFundingAgencies

If the Service Providers, as part of the Services, have the responsibility of advisingthe Client on the procurement of goods, works or services, the Service Providers shallcomply with any applicable procurement guidelines of thefunding agencies and shall at alltimesexercisesuchresponsibilityinthebestinterestoftheClient.Anydiscounts orcommissionsobtainedbytheServiceProvidersintheexerciseofsuchprocurem entresponsibilityshallbeforthe accountoftheClient.

3.4 ServiceProvidersandAffiliatesNottoengageincertain Activities

TheServiceProvidersagreethat,duringtheterm of thisContractandafteritstermination, the Service Providers and their affiliates, as well as any Sub-Service Providerand any of its affiliates, shall be disqualified from providing goods, works or services (otherthan the Services and any continuation thereof) for any project resulting from or closelyrelatedtotheServices.

3.5 ProhibitionofConflictingActivities

NeithertheServiceProvidersnortheirSub-ServiceProvidersnorthePersonnelshall engage,eitherdirectlyorindirectly,inany ofthefollowingactivities:

(a) duringthetermofthisContract,anybusinessorprofessionalactivitiesintheGo vernment's country which would conflict with the activities assigned to

them underthisContract;or

(b) AftertheterminationofthisContract,suchotheractivitiesasmaybespecifiedi ntheSC

3.5 Confidentiality

The Service Providers, their Sub-Service Providers, and the Personnel of either ofthem shall not, either during the term or within two (2) years after the expiration of thisContract, disclose any proprietary or confidential information relating to the Project, theServices, this Contract, or the Client's business or operations without the prior writtenconsentoftheClient.

3.6 InsurancetoBeTaken outbytheServiceProviders

The Service Providers (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as thecase may be) own cost but on terms and conditions approved by the Client, insuranceagainst the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client'srequest, shall provide evidence to the Client showing that such insurance has been takenoutandmaintainedandthatthecurrentpremiumshavebeenpaid.

3.7 ServiceProviders'ActionsRequiringClient'sPriorApproval

TheServiceProvidersshallobtaintheClient'spriorapprovalinwritingbeforetaki nganyofthefollowingactions:

(a) entering into a subcontract for the performance of any part of the Services, it beingunderstood (i) that the selection of the Sub-Service Provider and the terms and conditionsof the subcontract shall have been approved in writing by the Client prior to the executionofthesubcontract,and(ii)thattheServiceProvidersshallremainfullylia bleforttheperformance of the Services by the Sub-Service Provider and its Personnel pursuant to thisContract;

(b)anyotheractionthatmaybespecifiedintheSC.

3.8 ReportingObligations

TheServiceProviders shallsubmit totheClientthereportsanddocumentsspecified inAppendixAintheform,inthenumbers,andwithintheperiodssetforthinthesaidApp endix.

3.9 DocumentsPreparedby theServiceProviderstoBethePropertyofthe

Client

Allplans,drawings,specifications,designs,reportsandotherdocumentsandsoftw are submitted by the Service Providers in accordance with Clause 3.6 shall becomeand remain the property of the Client, and the Service Providers shall, not later than upontermination or expiration of this Contract, deliver all such documents and software to theClient, together with a detailed inventory thereof.The Service Providers may retain a copyof such documents and software.Restrictions about the future use of these documents, ifany,shallbespecifiedintheSC.

D. ServiceProviders' PersonnelandSub-ServiceProviders

4.1 DescriptionofPersonnel

The titles, agreed job descriptions, minimum qualifications and estimated periods ofengagement in the carrying out of the Services of the Service Providers' Key Personnel aredescribed in Format 3D (Section 3).The Key Personnel and Sub-Service Providers listed by title aswellasbynameinFormat 3D (Section 3)areherebyapprovedbytheClient.

4.2 Removaland/orReplacementofPersonnel

(a) ExceptastheClientmayotherwiseagree,nochangesshallbemadeintheKeyP ersonnel.If, for any reason beyond the reasonable control of the Service Providers, itbecomesnecessarytoreplaceanyoftheKeyPersonnel,theServiceProviderssha llforthwithprovideasareplacementaperson ofequivalentorbetterqualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct orhas been charged with having committed a criminal action, or (ii) have reasonable cause tobe dissatisfied with the performance of any of the Personnel, then the Service Providersshall, at the Client's written request specifying the grounds therefor, forthwith provide as areplacementaperson withqualificationsandexperienceacceptabletotheClient.

(c) TheServiceProvidersshallhavenoclaimforadditionalcostsarisingoutoforin cidentaltoanyremoval and/orreplacementofPersonnel.

E. ObligationsoftheClient

5.1 Assistance andExemptions

UnlessotherwisespecifiedintheSC,theClientshalluseitsbesteffortstoensuretha ttheGovernmentshall:

(a) issue to officials, agents and representatives of the Government all such instructions asmaybenecessaryorappropriateforthepromptandeffectiveimplementationoft heServices;

(b) assisttheServiceProvidersandthePersonnelandanySub-ServiceProvidersemployed by the Service Providers for the Services from any requirement to register orobtain any permit to practice their profession or to establish themselves either individuallyorasacorporateentityaccordingtotheApplicableLaw;

(c) provide to the Service Providers, Sub-Service Providers and Personnel any such otherassistanceasmaybespecifiedintheSC.

F. Paymentto theServiceProviders:

6.1 ContractPrice

TheContractpriceissetforthintheSpecial Condition

6.2 PaymentforAdditionalServices

The Service Provider has to render the services of any sort as required by the clientduetounforeseencircumstanceswithinthescopeofservicesagreeduponduri ngthecontractperiodwithoutclaiminganyrelaxationin annual charges.

6.3 Intereston DelayedPayments

If the Service Provider has delayed payments beyond fifteen (15) days after the duedate stated in the Conditions, interest shall be paid to the Client for each day of delay at theratestatedintheConditions.

G. Settlementof Disputes

a. AmicableSettlement

ThePartiesshall usetheir besteffortstosettleamicablyall disputesarisingoutoforinconnectionwiththisContractoritsinterpretation.

b. DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this

Contract thatcannot be settled amicably within thirty (30) days after receipt by one Party of the otherParty'srequestforsuchamicablesettlementmaybesubmittedbyeitherPartyforsettlementinaccordancewiththeprovisionsspecifiedintheSC.

H. Penalty Schedule

In the event of a breach of contract terms or non-compliance with the Scope of Work, the applicable penalties shall be imposed as per the schedule outlined below:

Sr. No.	Cause for Penalty to the operator	Penalty per Day (INR)
1	Attendant / security guard at site not in uniform / without identity card	500
2	Arrows indicating parking area not painted	500
3	Boards displaying Pay-and-park availability, rate schedule, sample ticket, and Bengaluru West City Corporation logo not displayed at site	500
4	Failure to earmark parking as per plan	1000 per instance
5	Vehicles found parked outside the officially demarcated parking slots	500
6	Charging higher than prescribed rates	5000 per instance
7	Real time collection datanot being provided to Bengaluru West City Corporation	1000 per day
8	Vehicle parked in designated area without issuance of ticket (per vehicle)	1000 per vehicle
9	Manual parking without entry into handheld device	2000 per instance
10	Violation of any other terms and conditions of the Contract	2000

3. SPECIALCONDITIONSOF CONTRACT

NumberofAmendmentsof,and Supplementsto,Clausesin the GeneralGCClause*ConditionsofContract

1.1(h)TheMemberinChargeis].

1.4.1Theaddressesare:

Client:**ExecutiveEngineer , Zone -2, Bengaluru West City Corporation, Bengaluru**

Attention:_____
_____
Telephone:_____
E-
mail:----------

ServiceProviders:_____
_____
_____

Attention:_____
_____
Telephone:_____
E-mail :----------

[Note:Fillintheblanks]

[1.4.2Noticeshall bedeemedtobeeffectiveasfollows:

(a) Inthecase of personal delivery or registered mail, on delivery;
(b) In the case of telexes/e-mail, 24 hours following confirmed transmission
(c) In the case of telegrams, 24 hours following confirmed transmission; and
(d) In the case of facsimiles, 24 hours following confirmed transmission.]

[1.6TheAuthorizedRepresentativesare:

FortheClient:**ExecutiveEngineer , Zone -2, Bengaluru West City Corporation, Bengaluru**

FortheServiceProvider:_____

[Note:Fill intheblanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies andother impositions levied under the existing, amended or enacted laws during life ofthis contract and the client shall perform such duties in regard to the deduction ofsuchtaxasmaybelawfullyimposed.

[2.1ThedateonwhichthisContractshall comeintoeffectis:

[2.2Thetimeperiodshall be15daysorany other appropriateorsuchothertimeperiodasthepartiesmayagreeinwriting.

[2.3Theperiodshall

be15daysorsuchotherperiodasthepartiesmayagreeinwriting].

[3.4Therisksandthecoveragesshallbe:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act,1988, in respect of motor vehicles operated in India by the Service Providers ortheirPersonneloranySub-ServiceProvidersortheirPersonnel,fortheperiodofServiceProvider;

(2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- (RupeesFiveLakhsonly)fortheperiodofServiceProvider;

(3) Client’s liability and workers' compensation insurance in respect of the Personnel ofthe Service Providers and of any Sub-Service Provider, in accordance with therelevantprovisionsoftheApplicableLaw,aswellas,withrespecttosuch Personnel, any such life, health, accident, travel or other insurance as may beappropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract valueforthisServiceProvider;and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or inpartwithfundsprovidedunderthisContract, (ii)theServiceProviders'propertyused in the performance of the Services, and (iii) any documents prepared by theServiceProvidersintheperformanceoftheServices.

[Note:Fillintheblanksanddeletewhatisnotapplica

ble]

[3.7TheServiceProvidersshallnotusethesedocumentsforpurposesunrelatedtoth isContractwithoutthepriorwrittenapprovaloftheClient.]

[5.1Note:Listhere anychanges or additions toClause GC5.1Ifthere are no such changes oradditions,deletethisClauseSC5.1fromtheSC.]

[6.2TheamountofContractisRs

..[6.4Theaccountis.....]

[7.2Disputesshall besettledbyarbitrationinaccordancewiththefollowingprovisions.

i. SelectionofArbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitratororanarbitrationpanelcomposedofthreearbitrators,inaccordancewiththefollowingprovisions:

(a) Where the Parties agree thatthe dispute concerns a technicalmatter, they mayagree to appoint a sole arbitrator or, failing agreement on the identity of such solearbitrator within thirty (30) days after receipt by the other Party of the proposalof a name for such an appointment by the Party who initiated the proceedings,eitherPartymayapplytothePresident,InstitutionofEngineersI ndia* ,Bangalore chapter, for a list of not fewer than five nominees and, on receipt ofsuchlist,thePartiesshallalternatelystrikenamestherefrom,andthelastremainingnomineeonthelistshallbethesolearbitratorforthematterindispute. If the last remaining nominee has not been determined in this mannerwithinsixty(60)daysofthedateofthelist,thePresident,Institutionof Engineers India*,shall appoint, upon the request of either Party and from suchlistorotherwise,asolearbitratorforthematterindispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the ClientandtheServiceProvidersshalleachappointonearbitrator,andthesetwoarbitrators shall jointly appoint a third arbitrator, who shall chair the arbitrationpanel.If the arbitrators named by the Parties do not succeed in appointing athird arbitrator within thirty (30) days after the latter of the two arbitratorsnamedbythePartieshasbeenappointed,thethirdarbitratorshall,

attherequestofeitherParty,beappointedbySecretary,theIndianCouncilofArbitration,NewDelhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitratorwithin thirty (30) days after the other Party has appointed its arbitrator, theParty which has named an arbitrator may apply to the Secretary, Indian Councilof Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute,andthearbitratorappointedpursuanttosuchapplicationshallbethesolearbitratorforthatdispute.

ii. RulesofProcedure

ArbitrationproceedingsshallbeconductedinaccordancewithprocedureoftheArbitration&ConciliationAct1996,ofIndia

iii. Substitute Arbitrators

Ifforanyreasonanarbitratorisunabletoperformhisfunctionasubstituteshallbeappointedinthesamemannerastheoriginalarbitrator.

iv. QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a)through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technicalexpertwithextensiveexperienceinrelationtothematterindispute.

v. Miscellaneous

Inanyarbitrationproceedinghereunder:

(a) proceedingsshall,unlessotherwiseagreedbytheParties, beheldinBangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the thirdarbitrator if there is no such majority) shall be final and binding and shall be enforceable inany court of competent jurisdiction, and the Parties hereby waive any objections to orclaimsofimmunityin respect ofsuch enforcement.

4. APPENDICES

AppendixA:ReportingRequirements

1. **Real-Time Data Integration**

   The Service Provider shall ensure continuous, real-time integration of parking collection data with Bengaluru West City Corporation's centralized system. The data shall include, at a minimum:
   - Number of tickets issued
   - Revenue collected
   - Occupancy levels for designated parking stretches

2. **Monthly Aggregate Reporting**

   A comprehensive monthly report summarizing the above metrics must be submitted to the Bengaluru West City Corporation office (address as specified in the main document) no later than the 7th day of the month following the reporting period. The report shall be submitted in both soft and hard copy formats, as prescribed by Bengaluru West City Corporation.

3. **Advance Payment Schedule**

   The initial advance payment shall be made within 15 days of receipt of the Letter of Acceptance. Thereafter, all subsequent recurring or phase-wise payments shall be made at least 15 days in advance of the commencement of operations for the respective phase.

Appendix B: Pre bid meeting queries format

Serial Number	Clause	Page Number	Proposed Modification/Query

Appendix C: Form of Bank Guarantee for Advance Payments

(ReferenceSC Clause6.4ofContract)

(TobestampedinaccordancewithApplicableStampAct,ifany)

Ref:_____BankGuarantee:_____Date:
_____

DearSir,

InconsiderationofM/s.___
_____(hereinafterreferredasthe“Client”,whichexpression shall, unless repugnant to the context or meaning thereof include it successors,administrators and assigns) having awarded to M/s._____
_____
_(hereinafterreferredtoasthe“ServiceProvider”whichexpressionshallunlessrepugnanttothecontext or meaning thereof, includeits successors, administrators, executors and assigns),acontractbyissueofclient’sContractAgreementNo. _____dated_____and thesame having been unequivocally accepted by the Service Provider, resulting in a Contractvaluedat_____for_____
_____Contract(hereinaftercalledthe“Contract”)and the Client having agreed to make an advance payment to the Service Provider forperformanceoftheaboveContractamountingto
_____
(inwordsandfigures)asanadvanceagainstBankGuaranteetobefurnished bytheServiceProvider.

We_____(NameoftheBank)havingitsHeadOfficeat_
_____
(hereinafterreferredtoastheBank),whichexpressionshall,unlessrepugnanttothe contextormeaning thereof, include its successors, administrators executors and assigns) do herebyguaranteeandundertaketopaytheclientimmediatelyon demandany or,allmoniespayablebytheServiceProvidertotheextentof _____asaforesaidatanytimeupto
_____@_____without any demur, reservation, contest, recourse or protest and/orwithout any reference to the Service Provider.Any such demand made by the client on theBank shall be conclusive and binding notwithstanding any difference between the Clientand the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator orany other authority.we agree that the Guarantee herein contained shall be irrevocable andshall continuetobeenforceabletilltheClientdischargesthisguarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bankunder this Guarantee, from time to time to vary the advance or to extend the time forperformance of the contractby the ServiceProvider.The Client shallhave the fullestliberty without affecting this guarantee, to postpone from time to time the exercise of anypowers vested in them or of any right which they might have against the Client and toexercise the same at any time in any manner, and either to enforce or to forebear to enforceany covenants, contained or implied, in the Contract between the Client and the ServiceProvider any other course or remedy or security available to the Client.The bank shall notberelievedofitsobligationsunder thesepresentsbyanyexercisebytheClientofitslibertywith reference to the matters aforesaid or any of them or by reason of any other act orforbearance or other acts of omission or commission on the part of the Client or any otherindulgence shown by the Client or by any other matter or thing whatsoever which underlawwouldbut forthisprovisionhavetheeffectofrelievingtheBank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guaranteeagainst the Bank as a principal debtor, in the first instance without proceeding against theServiceProviderandnotwithstandinganysecurityorotherguaranteethattheCli entmay haveinrelationtotheServiceProvider’sliabilities.

Notwithstandinganythingcontainedhereinaboveourliabilityunderthisguarantee islimitedto anditshallremaininforceuptoandincluding_____ _____andshall be extended from time to time for such period (not exceeding one year), as may bedesiredbyM/s. _____onwhosebehalfthisguaranteehasbeengiven.

Dated this_____dayof_____20at_____

WITNESS

(signature)(signature)

(Name)(Name)

(Official Address)

Designation(withBankstamp)

Attorney as per Power of

AttorneyNo._____Dated _____

Note:Thebankguaranteeshallbeissuedeitherbyabank(Nationalized/ Scheduled)locatedinIndia.

Appendix D: EMD Declaration format

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf ofthetenderer…… (Nameofthetenderer),shallnotbewithdrawnormodifiedduringtheperiodofvali dityorextended periodofvalidity.

I, on behalf of the tenderer…… (Name of the tenderer), alsoaccept the fact that incase of tender is withdrawn or modified during the period of itsvalidity/extended validity period or if we failed to sign the contract in case the contract isawarded to us or we fail to submit a Performance Security and Additional PerformanceSecurity,ifany,beforethedeadlinefixedinthetenderdocument,the n……
(Name of the tenderer) will be debarred for participation in the tendering process for theProcurements ofthisProcurement Entityfora periodof oneyearfrom thedateofdefault.

SignatureoftheAuthorizedSigna tory,(Official seal)

Appendix E: Approved Rate Card

Parking chargestobecollectedshould not exceed the below mentioned Rates

	Parking charges (INR)	
	4-Wheeler	**2-Wheeler**
Per Hour	30	15

Appendix F – Certificate of Compliance and Understanding

[To be submitted on the letterhead of the Tenderer / Bidder]

Date:

To:
Designation:
Name of the Procuring Authority:
Address:

Subject: Certificate of Having Read and Understood the Clauses Specified in the Tender Document

I/We, the undersigned, hereby certify that I/we have thoroughly read, understood, and agree to comply with all the clauses, terms, and conditions mentioned in the Tender Document including those specified in the above RFP No: SE/BWCC/Z-2/TEND/02/2025-26

I/We further declare that all the information and documents provided as part of our tender submission are true and accurate to the best of our knowledge and belief

I/We understand that any deviation or false declaration may lead to disqualification or termination of the contract at any stage.

Authorized Signatory:

(Signature)

Name:

Designation:

Company Name:

Contact Details:

Seal/Stamp of the Bidder

Appendix G: Road Mapping and Allocation of Two-Wheeler and Four-Wheeler Parking Slots

HMT Main Road:

4 Wheelers Slots	8
2 Wheelers Slots	36
Kilometers of Road	1.5 km

Triveni main road:

4 Wheelers Slots	-
2 Wheelers Slots	76
Kilometers of Road	0.55km

17thcross road

4 Wheelers Slots	8
2 Wheelers Slots	66
Kilometers of Road	0.7 km

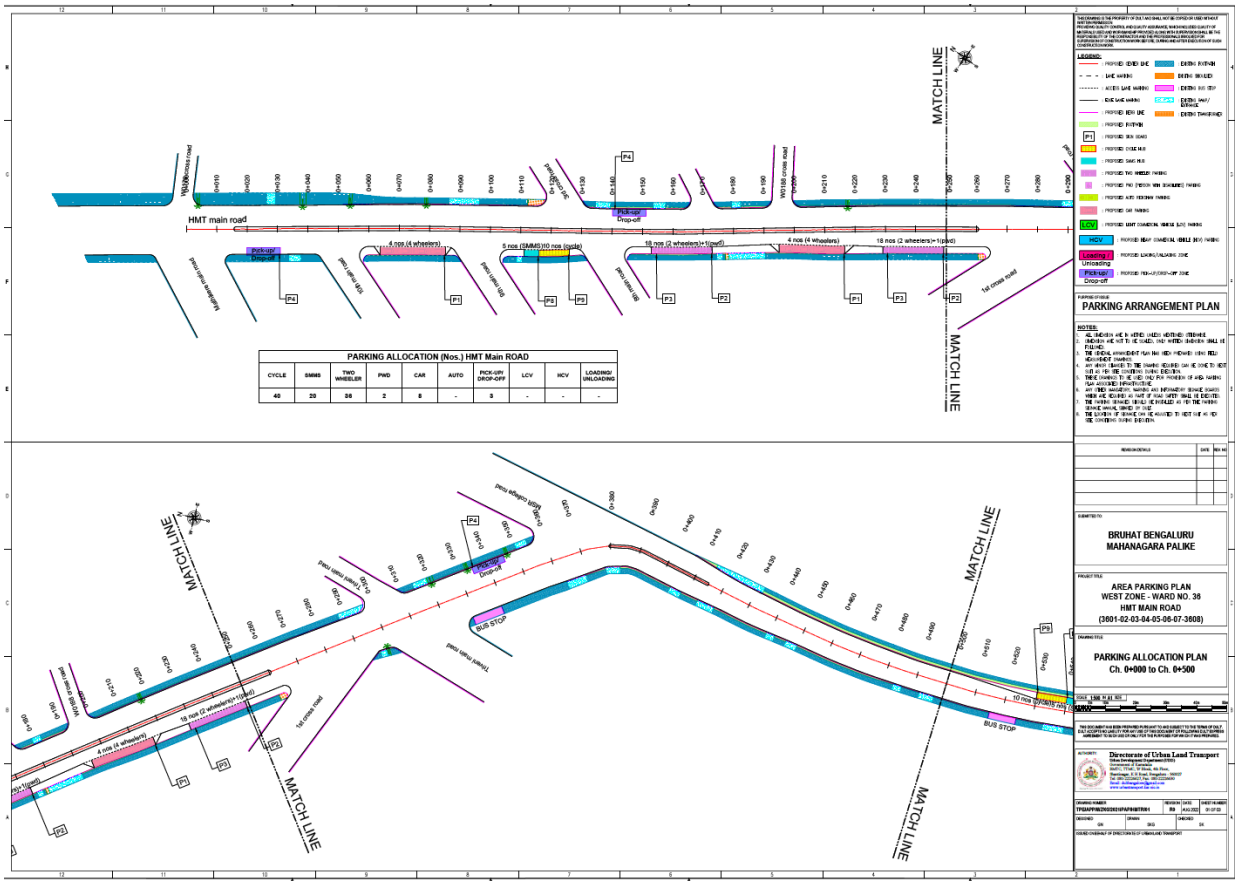
Tharasu Road

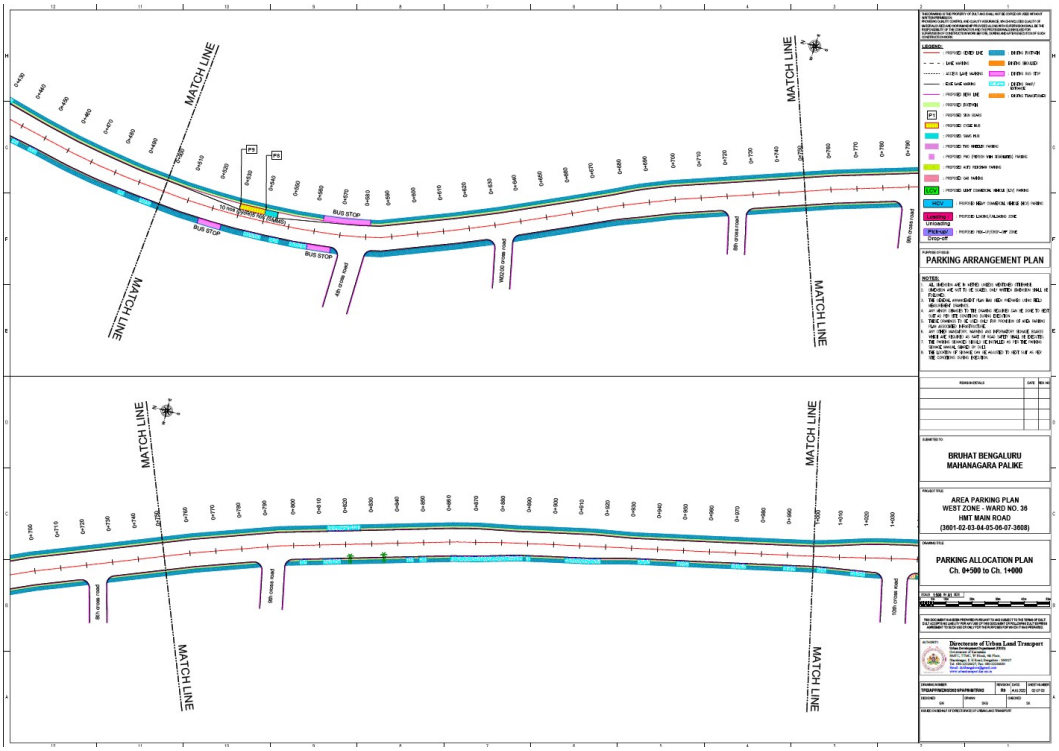
4 Wheelers Slots	2
2 Wheelers Slots	40
Kilometers of Road	0.35 km

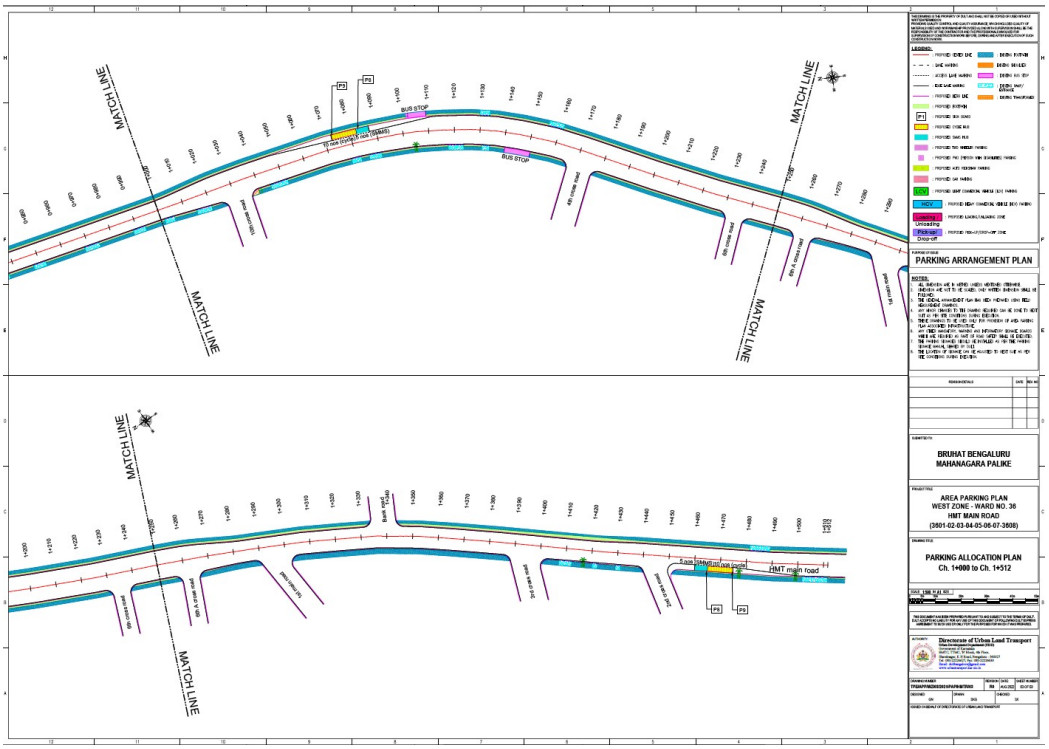
Sketches:

Note: The following diagrams as being provided as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the images shall be binding on the Bengaluru West City Corporation nor confer any right on the Bidders, and the Bengaluru West City Corporation shall have no liability whatsoever in relation to or arising out of any or all contents of the same.

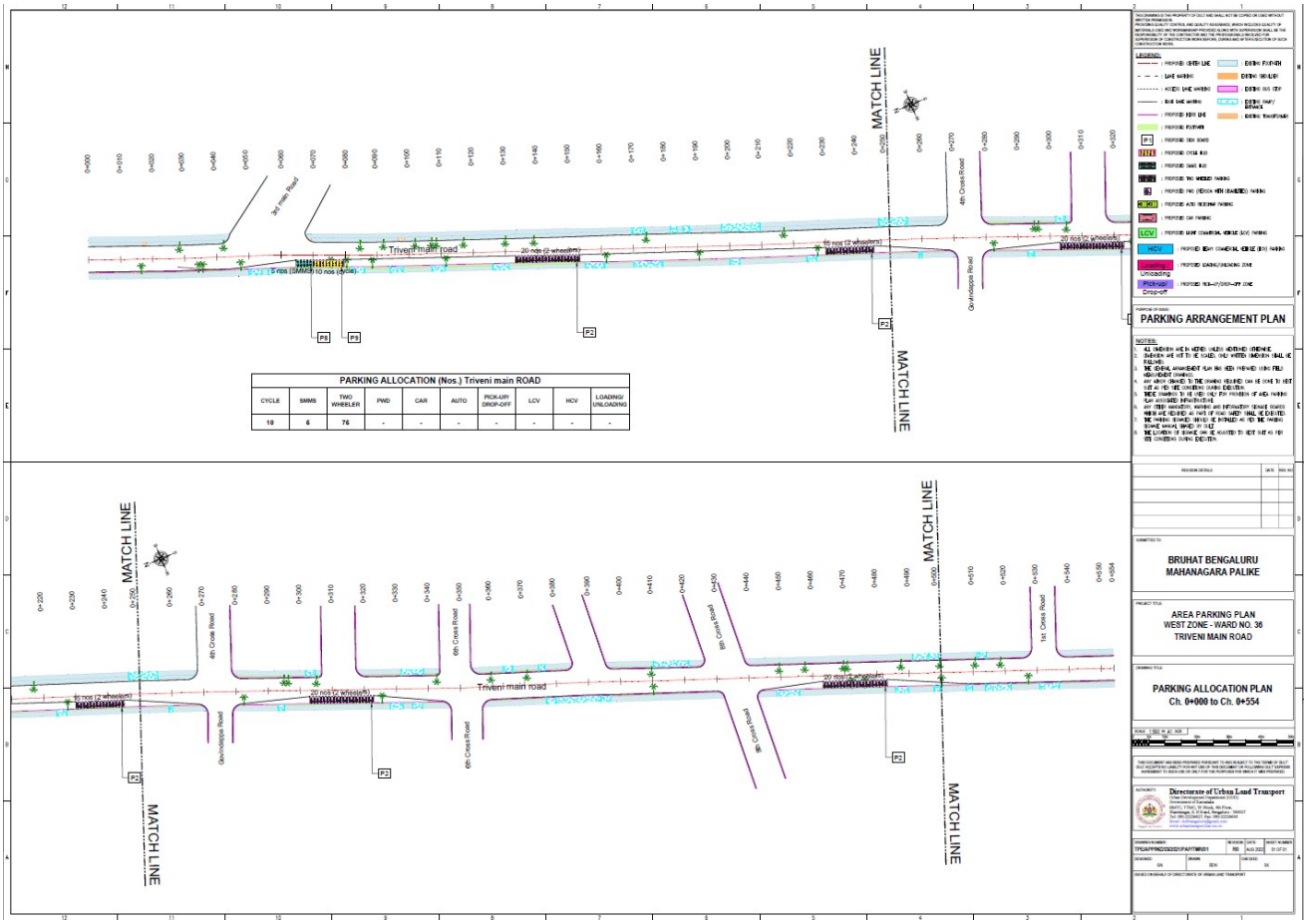
HMT main Road:







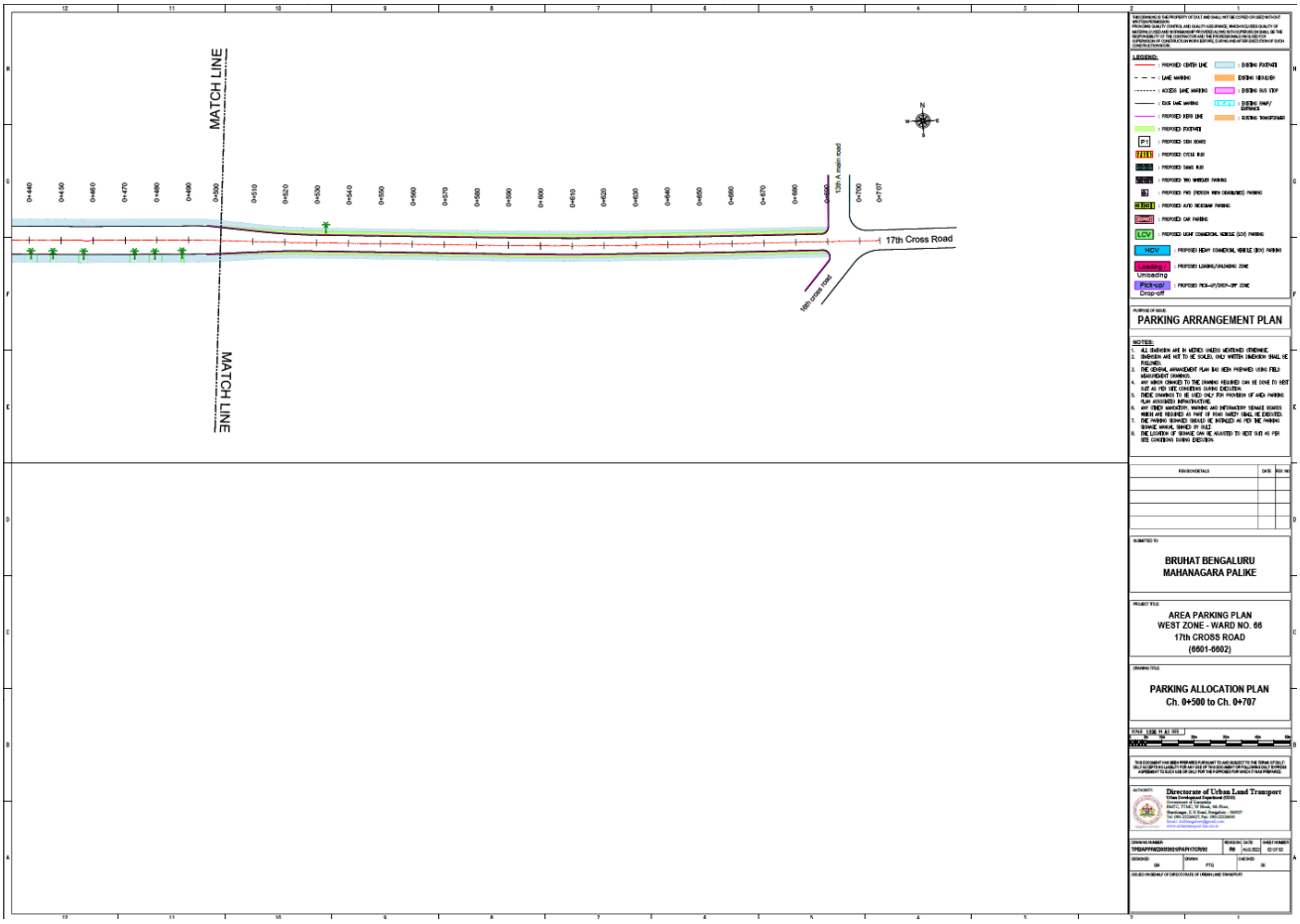
Triveni main road:


MATCH LINE
Triveni main road
4th Cross Road
Govindappa Road
6th Cross Road
8th Cross Road
1st Cross Road
PARKING ARRANGEMENT PLAN
PARKING ALLOCATION (Nos.) Triveni main ROAD
CYCLE | SMMS | TWO WHEELER | PWD | CAR | AUTO | PICK-UP/ DROP-OFF | LCV | HCV | LOADING/ UNLOADING
10 | 6 | 76 | - | - | - | - | - | - | -
BRUHAT BENGALURU MAHANAGARA PALIKE
AREA PARKING PLAN
WEST ZONE - WARD NO. 36
TRIVENI MAIN ROAD
PARKING ALLOCATION PLAN
Ch. 0+000 to Ch. 0+554
Directorate of Urban Land Transport

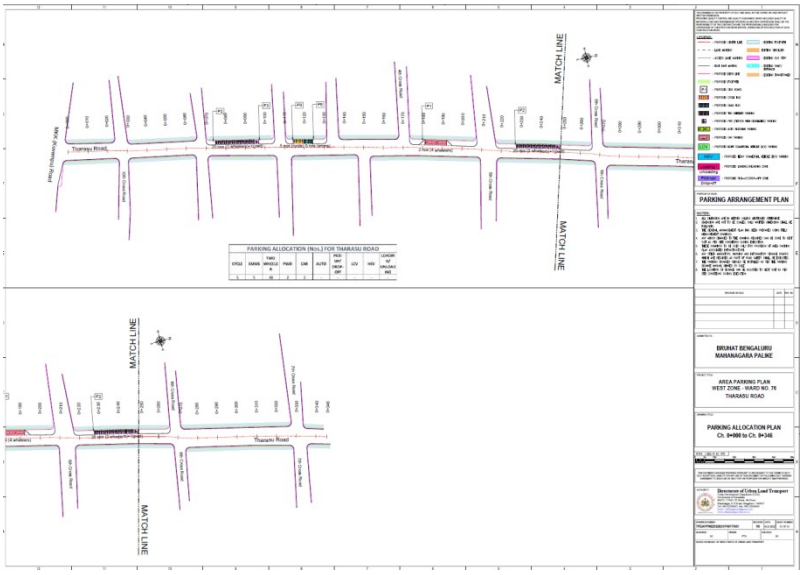
17th cross

PARKING ALLOCATION (Nos.) 17th cross ROAD

CYCLE	SMMS	TWO WHEELER	PWD	CAR	AUTO	PICK-UP/ DROP-OFF	LCV	HCV	LOADING/ UNLOADING
10	6	66	-	8	-	2	-	-	-



Tharasu road:



SECTION VI – DOCUMENTS TO BE UPLOADED BY BIDDERS CONDITIONS OF CONTRACT

- Certificate of registration of agency and profile
- Copy of PAN
- IT returns filed
- Copy of GST
- GST Challans of previous FY
- Financial Turnover certificate
- Copy of Registration under Employees Provident Fund.
- Copy of Registration under Employees State Insurance.
- Copy of Aadhar
- Experience of parking servicemanagement to at least one Government organization
- Experience in the installation, operation and maintenance of Smart Parking
- Authorisation letter from the technology provider along with the technical specifications asmentioned in the tender with their consent to provide technology to the bidder
- Qualifications and competence of the key professional staff for the Assignment
- Operating Office in Bengaluru
- Audited Annual Reports
- The bidder shall submit a presentation covering the methodology/operation strategy for parking area at BBP based on the scope of work mentioned in the tender document
- Information regarding Anti-Blacklisting -Affidavit
- Technical proposal submission form
- Power of Attorney for Lead Member of Consortium
- Power of Attorney for Signing of Bid

- Details of related works completed for the last three years